

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
NORFOLK DIVISION**

**FINANCIAL PACIFIC LEASING, INC.
3455 344TH WAY, SUITE 300
FEDERAL WAY, WASHINGTON 98001,**

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PLAINTIFF,

*

v.

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CASE NO.: _____

**THOMAS W. JONES, JR.
d/b/a LJ CONSULTANTS & HAULING
620 MCROWLAND WAY
CHESAPEAKE, VIRGINIA 23320,**

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*

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AND

*

**THOMAS W. JONES, JR.
620 MCROWLAND WAY
CHESAPEAKE, VIRGINIA 23320,**

*

*

DEFENDANTS.

* * * * *

COMPLAINT

Plaintiff, Financial Pacific Leasing, Inc. (“Financial Pacific”), by its attorneys, hereby
sues defendants Thomas W. Jones, Jr. d/b/a LJ Consultants & Hauling (“LJ Consultants”) and
Thomas W. Jones, Jr. (together, the “Defendants”), and for its causes of action states:

Jeremy S. Friedberg, VSB No. 40228
Gordon S. Young, VSB No. 68822
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Attorneys for Financial Pacific Leasing, Inc.

PARTIES

1. Plaintiff Financial Pacific is a corporation organized under the laws of the State of Washington, with its principal place of business located in Federal Way, Washington. Financial Pacific is qualified to do business in Virginia.

2. Defendant LJ Consultants is a sole proprietorship doing business in the Commonwealth of Virginia, with its principal place of business located in Chesapeake, Virginia.

3. Mr. Jones, defendant, is an individual residing in Chesapeake, Virginia, and is a guarantor of LJ Consultants' obligations to Financial Pacific.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332. Plaintiff Financial Pacific is a citizen of Washington, and the Defendants are citizens of Virginia. All issues of law and fact are among citizens of different states.

5. Venue is proper in this Court under 28 U.S.C. § 1391(b)(1) and (2) because all Defendants reside in this district and a substantial part of the events giving rise to Financial Pacific's claims occurred in this district.

6. The amount in controversy exceeds \$75,000.00, exclusive of interest, costs and attorneys' fees.

FACTS COMMON TO ALL COUNTS

7. Pursuant to an Equipment Finance Agreement dated June 14, 2017 (the "Agreement"), LJ Consultants obtained financing from Financial Pacific to acquire one (1) 2010 John Deere model 120D, serial number 1FF120DXJA0037264, together with any replacement parts, additions or accessories now or hereafter incorporated in or affixed thereto and all income

and proceeds thereof (collectively, the “Collateral”). A copy of the Agreement is attached as Exhibit 1 and incorporated herein.

8. To induce Financial Pacific to provide purchase money financing for the Collateral to LJ Consultants, and as additional security therefor, Mr. Jones executed a Guarantee (the “Guaranty”) in favor of Financial Pacific, whereby he absolutely and unconditionally guaranteed the payment and performance of LJ Consultants’ obligations to Financial Pacific under the Agreement. A copy of the Guaranty is attached as Exhibit 2 and incorporated herein.

9. Financial Pacific evidenced its interest in the Collateral by filing a financing statement with the Virginia State Corporation Commission on June 28, 2017. A copy of the financing statement is attached as Exhibit 3 and incorporated herein.

10. LJ Consultants breached the terms of the Agreement by, among other things, failing to make payments to Financial Pacific when and as due.

11. As a result of LJ Consultants’ breach, Financial Pacific accelerated all amounts due under the Agreement and demanded payment from LJ Consultants. Despite demand, LJ Consultants failed to pay Financial Pacific the amounts owed under the Agreement.

12. Financial Pacific notified Mr. Jones of LJ Consultants’ default under the Agreement and demanded that he perform as promised under the Guaranty.

13. Mr. Jones defaulted under the Guaranty by failing and refusing to pay or perform thereunder, despite Financial Pacific’s demand that he pay the obligations of LJ Consultants owed to Financial Pacific.

14. As a direct and proximate result of the breaches of the Agreement and the Guaranty by LJ Consultants and Mr. Jones, respectively, Financial Pacific has suffered injury in the amount of \$93,758.75 as of October 30, 2018, plus reasonable attorneys’ fees, interest, costs

of this action, and other expenses incurred by Financial Pacific in enforcing its rights under the Agreement and the Guaranty.

15. The fair market value of the Collateral is \$39,000.00, assuming average wear and tear.

16. Financial Pacific's economic injury increases so long as the obligations owed by the Defendants remain unpaid.

COUNT I
(BREACH OF CONTRACT AGAINST LJ CONSULTANTS)

17. Financial Pacific incorporates each of the averments of the foregoing paragraphs of this Complaint as if such averments were set forth in full and at length in this Count I.

18. LJ Consultants defaulted on its obligations to Financial Pacific under the Agreement by, among other things, failing to make payments to Financial Pacific when and as due, despite demand therefor.

19. LJ Consultants failed and refused to pay the amounts owing to Financial Pacific under the Agreement.

20. LJ Consultants' default under the Agreement has injured Financial Pacific in the amount of \$93,758.75 as of October 30, 2018, plus reasonable attorneys' fees, interest, costs of this action, and other expenses incurred by Financial Pacific in enforcing its rights under the Agreement.

WHEREFORE, plaintiff Financial Pacific Leasing, Inc. respectfully requests that this Court enter an order:

- A. Granting judgment in its favor and against Defendant Thomas W. Jones, Jr. *d/b/a* LJ Consultants & Hauling, jointly and severally with co-defendant Thomas W. Jones, Jr., in the amount of \$93,758.75, plus

reasonable attorneys' fees, interest, costs of this action, and other expenses incurred by Financial Pacific in enforcing its rights under the Agreement; and

B. Granting such other and further relief as this cause may require.

COUNT II
(BREACH OF CONTRACT AGAINST MR. JONES)

21. Financial Pacific incorporates each of the averments of the foregoing paragraphs of this Complaint as if such averments were set forth in full and at length in this Count II.

22. The Guaranty contains Mr. Jones's unconditional and absolute agreement to pay and perform all obligations owed by LJ Consultants to Financial Pacific under the Agreement.

23. LJ Consultants defaulted upon its obligations to Financial Pacific under the Agreement as set forth above.

24. Mr. Jones failed and refused, despite demand, to pay the outstanding obligations of LJ Consultants owed to Financial Pacific and therefore is in breach of the Guaranty.

25. As a result of Mr. Jones's breach of the Guaranty, Financial Pacific has suffered damages in the amount of \$93,758.75 as of October 30, 2018, plus reasonable attorneys' fees, interest, costs of this action, and other expenses incurred by Financial Pacific in enforcing its rights under the Agreement and the Guaranty.

WHEREFORE, plaintiff Financial Pacific Leasing, Inc. respectfully requests that this Court enter an order:

A. Granting judgment in its favor and against Defendant Thomas W. Jones, Jr., jointly and severally with co-defendant Thomas W. Jones, Jr. *d/b/a* LJ Consultants & Hauling, in the amount of \$93,758.75, plus reasonable attorneys' fees, interest, costs of this action, and other expenses incurred

by Financial Pacific in enforcing its rights under the Agreement and the Guaranty; and

- B. Granting such other and further relief as this cause may require.

COUNT III
(PETITION IN DETINUE AGAINST LJ CONSULTANTS)

26. Financial Pacific incorporates each of the averments of the foregoing paragraphs of this Complaint as if such averments were set forth in full and at length in this Count III.

27. The Agreement entitles Financial Pacific to immediate possession of the Collateral upon LJ Consultants' default.

28. Due to LJ Consultants' breach of the Agreement, it is in default thereof, and, as a result, Financial Pacific is entitled to immediate possession of the Collateral.

29. Financial Pacific demanded that LJ Consultants surrender possession of the Collateral, which demand LJ Consultants refused.

30. LJ Consultants unjustly detains the Collateral without authorization or permission of Financial Pacific and despite Financial Pacific's demand for its return.

31. As a direct and proximate result of LJ Consultants' unjust detention of the Collateral, Financial Pacific has suffered and will continue to suffer injury in the amount of \$39,000.00, plus pre- and post-judgment interest, attorneys' fees, costs of this action, and other costs and expenses incurred by Financial Pacific in enforcing its rights under the Agreement.

WHEREFORE, plaintiff Financial Pacific Leasing, Inc. respectfully requests that this Court enter an order:

- A. Granting Financial Pacific's Petition in Detinue for seizure of the Collateral;

- B. Directing the United States Marshal to seize the Collateral and return it to the possession of Financial Pacific or its duly authorized agent;
- C. Granting judgment in Financial Pacific's favor and against Defendant Thomas W. Jones, Jr. *d/b/a* LJ Consultants & Hauling in the amount of \$39,000.00 for its unjust detention of the Collateral;
- D. Requiring Defendant Thomas W. Jones, Jr. *d/b/a* LJ Consultants & Hauling to pay Financial Pacific the costs and expenses it incurred in bringing and prosecuting this action, including its attorneys' fees; and
- E. Granting such other and further relief as is appropriate under the circumstances.

/s/ Gordon S. Young

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